

1888-006 Chancery Causes: James D. Bailey vs. Nathaniel G. Bailey &c
Lee Co.

Reasor, Phillipps, Hamblin

CA: Estate Disputo

T-Property

Women

Vices

To The Honorable H.S.K. Morrison
Judge of the Circuit Court of
Lee County Va.

Your orator James D.
Bailey humbly complaining
would respectfully represent
that heretofore he intermarried
with one Rebecca Bailey his
present wife, who is a daughter
of Nathaniel G. Bailey now a
resident of the state of Ken-
tucky. Soon after his said
marriage the said N. G. Bailey
deeded in fee to your orator
a small piece of land situ-
ated in this County in the Turkey
Cove, properly described in
said deed now of record in
the Clerk's office Copies of which
will in due time be filed here-
with. This tract consists of 4 $\frac{1}{2}$
acres, of very valuable land.
Upon it your orator built
a house, and there he greatly
improved the same, and for
some time lived upon it.

In the fall of 1886, your
orator's wife made a visit
to her parents in the state of

Kentucky, and soon thereafter made known to him her intention of remaining there, and not again resuming her marital relations. In this she still holds out, and refuses to return.

Not long since the said A. G. Builey came to this County, and proposed, to have full power to act for and represent the said Rebecca, and declared that he was her lawful agent, and had written authority and full power in writing to act for her; He further represented that his daughter, your creator's wife had fully determined never to live with him again, and on her part asked for a peaceable separation and division of property. Upon this agreement and understanding certain matters were agreed to be done by each party.

Your creator agreed to give up a mule, which sold for \$42.50 two Cows worth about \$40.00 Household & Kitchen furniture of the value of \$50. And he gave all these up, and re-conveyed the land

Before mentioned. The said
A. G. Bailey upon his part was
to under his power, or cause the
said Rebecca to relinquish your
Compliment from all claims
to further support, and to relinquish
any contingent right of dower to
or in your orators after Land.
Bart porter then supposed the said
A. G. Bailey could do so under
his alleged power of atty. &c.

He attempted to make a deed
for her while he in trust and in
fact had none himself from her.
Your orator has presented to her by
~~the~~ mail a proper deed, to his after
Land for a release & that the said
A. G. Bailey fail or refuse to com-
ply with the contract upon their
part. The said A. G. Bailey sold
the said 4th acre to one D. S. Reason
for \$337.50. And said Reason still
owes for the same due & payable
Dec. 25/1887. - Lewis Phillips owes
said A. G. Bailey \$15. for one of the
Cows, Henderson Reason owes \$42.50
for the mule and C. D. Hamblin has
in his possession the horse hold
& kitchen furniture of the value of \$50.

So that these debts are in trust and
in fact your craters, being for the
sale of his property, and for which
he was to have a release of the said
Rebecca Bailey, ~~Contracted~~ ^{Contracted} ~~rightly~~
done. This cloud over his land
greatly affects its sale or value and
if properly made or delivered he
will release all of said land,
debts or property - But unless
made he is advised Mr. G. Bailey
should re-deliver to him said
property receive said land by
first cancelling his Contract with
D. S. Reason, or his failure to do
this then to attach said debts &
have the same paid to your crat-
er is the object of this suit
He therefore alleges that said Mr. G.
Bailey by his false representations
and failure to comply with his said
promises has received from your crater
without compensation \$500, and that
he justly owes that sum, which your
crater here seeks to recover. By
having retained & counted said ^{made} ~~done~~
your crater to the 4 1/2 acre tract
of land - He alleges that D. S. Reason

is indebted, to N. G. Bailey for said
loan the sum of \$337.50. That Lewis
Phillips is indebted to him in the sum
of \$15. Henderson Reaser in the sum
of \$42.50 and has in his possession
one of the cows first above mentioned
of the value of \$20. And C. S. Hamblin
has property of House-hold furniture
of the value of \$50. and all of said
debtors reside in this County & State,
and which are due said N. G. Bailey
or the said Rebecca.

The object of this bill is therefore
as above stated, to have said debt
set aside, & held void - To attach up-
on said debt, and on a hearing have
the same decreed to your orator.

His prayer therefore is that
Nathaniel G. Bailey, Rebecca Bailey,
D. S. Reaser, Henderson Reaser C. S.
Hamblin and Lewis Phillips be made
parties defendants to this bill &
answer the allegations thereof upon
oath, and upon a hearing & de-
cree be rendered in accordance
with the object of this bill - And for
all other further & general relief
may your Honor see.

H. S. Pickens

Defts

to 8.35 to Jan'y 1888

\$ 2.00

Pr. 5.00

to 137

\$6.72

^{JD}
James D. Bailey

v Bill Chip

Nathaniel G. Bailey

Defts

to 1.35

\$1.45 to final decree

1887 Feb'y Will filed Sp'w
Exhibits Home degt & 9.4.
as to them, order Defts
to answer depts & Cont'd

10. Mr. S. H. Child, C. Deft's rights
& Cause set for hearing.

1889 Sept & Dec'r Cont'd

1888 Apr Cont'd

" Sept Dec'r final

Came & Will's 543.

To the honorable H. S. K. Morrison Judge of the
Circuit Court of Lee County Virginia.

The demurrer + answer of Rebecca Bailey, wife
of James D Bailey, to a bill exhibited in this honorable
Court against her and others by James D Bailey.

Respondent says that said bill is not sufficient in
law, and of this she prays judgment of the Court.

But if any other or further answer is necessary, an-
swering she says, it is true she married the plaintiff
in the year 1882, being young and inexperienced and
only 17 years of age, Soon after said Marriage re-
spondent's father N. G. Bailey, undertook to make
to respondent an advancement of property, and
deeded to respondent's husband $4\frac{1}{2}$ acres of valuable
land, upon which he built a small cabin with
the proceeds of the sale of ^a mule belonging to respond-
ent. This conveyance was intended, and understood
to be by all parties, as an advancement to respond-
ent by her said father. Respondent avers that she
has always conducted herself towards the plaintiff
as a faithful and obedient wife, and has under all
circumstances endeavored to do her whole duty as
a wife and mother, and has kept sacredly her mar-
riage vows, but the plaintiff disregarding his duties
as a husband, willfully absented himself from this
respondent for weeks at a time, leaving her alone
with her two infant children, and that said neglect
on the part of her said husband was without cause
or justification therefor so far as respondent was concerned.

That since their said Marriage the plaintiff has treated her in a cruel and inhuman manner, and since about the year 1886 was given to violent fits of temper and has repeatedly committed acts of cruelty and violence upon respondent, that he has assaulted her, and drew a rock & knife upon her, and threatened to take her life, and ordered her to leave her home. And respondent states that on account of the attempted injury of her as aforesaid by her said husband, and the fear of her life or great bodily harm, by her remaining with her said husband, and having no one to appeal to for protection from the cruelties of her said husband, she fled from him and went to try to her father's home for that protection that her husband's roof had failed to afford; That her said husband was in the habit of getting drunk and while in a state of intoxication would commit acts of cruelty & violence upon her, so that it became entirely unsafe for her to longer live with him, and she left his bed and board aforesaid to save her life and herself from great bodily harm.

That in the year 1883, and after their said Marriage respondent's father deeded the $4\frac{1}{2}$ acres of land as aforesaid, as an advancement to her. He also gave to her a horse worth \$100⁰⁰, two cows worth \$40⁰⁰ and household furniture worth \$50⁰⁰, all of which was an advancement to her by ^{her} said father; the

whole of which the Plaintiff has converted or attempted to convert to his own use. It is true that I did authorize my father in Nov 1886 to go to Va and make such ^{fair} arrangement with the plaintiff as he states in his answer, in regard to our property & my contingent right of dower, and it is also true that my husband came to Ky, and I, afterwards, executed the deed spoken of by my father, in his said answer; that I have done everything that seemed at all fair & reasonable in regard to our property; but it is likewise true, or at least respondent is so informed, and so believes, and so alleges, that the plaintiff has sold and disposed of all his other lands and pocketed or attempted to pocket the money, ^{some \$25000⁰⁰} and now brings his suit to set aside the transaction between respondent's father & himself when he thinks everything else is out of respondent's reach. Your respondent is advised that a court of equity will not see her stripped of all chances for a support and maintenance of herself and her two little children, but will at least settle upon her the land and the property that her father gave her, or its proceeds, or an amount equal to its value as her own property and separate estate. And now having answered respondent prays to be hence dismissed with her costs.

Richmond & Orr, for
Respondent.

State of Kentucky }
Montgomery County } 88.

I A W Thompson Notary Public
in and for the County and State aforesaid
do certify that Rebecca Bailey this day personally
appeared before me in my County aforesaid
and made oath that the facts stated in the
foregoing answer so far as they depend upon
her own knowledge are true and so far as
stated upon information derived from others
she believes them to be true.

Witness my hand and official
seal this 2nd day of March 1887
W W Thompson N P M C

Rebecca Bailey

Ans. to answer

in case of Bailey

Filed at Aug. 1887.

J. A. Hyatt & Co.

To the honorable U. S. J. Morrison Judge of
the Circuit Court of Lee County Virginia.

The demurrer and answer of J. W. Bailey
to a bill filed in this honorable Court against
respondent & others by James D. Bailey.

Respondent says that said bill is not sufficient
in law, of this he prays Judgment of the Court.

But for answer to said bill respondent answering
says, it is true that his daughter Rebecca Bailey
intermarried with the plaintiff on or about the
day of 1882, and soon thereafter this
respondent deeded to the plaintiff a small
tract of about 4 1/2 acres of land situated in said
County, and properly described in said deed,
and this conveyance was made to said plaintiff
as an advancement to respondents daughter,
and he ^{the} and she both so understood ^{it} and that
was the only consideration moving respondent
to the execution of said deed, and the plaintiff
never paid one cent for said land. It is true
the plaintiff built a cabin on it afterwards but
this was done with the proceeds arising from the
sale of a mule belonging to respondents said
daughter, and respondent denies that plaintiff ^{therein} im-
proved said land, he in fact injured it by blowing
up the grass on it. It is true that my said daughter
left the plaintiff and refused longer to live with
him, but it was on account of his cruel and

inhuman treatment and his lewd and lascivious
conduct not ceasing after ~~not~~ exhibiting with
lewd and lascivious women and neglecting his
wife, ^{for weeks at a time} leaving her alone with her infant children
and making no provision for their care or to sup-
ply them with the necessities of life. Under these
circumstances she left him. Her respondent did
go to ~~the~~ from his home in Ky in November 1886.
with full ^{legal} power as he thought from his daughter, to
make a compromise, or agreement with her husband
in reference to their property as his daughter had
fully determined never to live with her husband
again on account of his treatment & conduct aforesaid,
and all that she wished was a peaceable separation
and an equitable division of their property. In other
words it was designed as a family settlement upon
fair and equitable terms to be accomplished without
recourse to law or a tedious litigation. And with
that understanding and agreement they entered
into a compromise and settlement as follows:
Said Plaintiff agreed to give to his wife a ~~ware and~~
wheeled two cows, and a lot of household and kitch-
en furniture, and also to reconvey the $4\frac{1}{2}$ acres
of land, and his wife Rebecca agreed to relin-
quish all her contingent right of dower in ~~any and~~
all of the real estate owned by her said husband.
In pursuance of this agreement the Plaintiff did
reconvey said $4\frac{1}{2}$ acres of land and also give to

respondent, for her, the ~~marriage~~ mule, two cows & the household & kitchen furniture, and then respondent as the agent of his said daughter relinquished all contingent right of dower that she had in his real estate and at the time all parties expressed themselves satisfied and each took possession of the property so given up. Afterwards the plaintiff claimed that the deed made by respondent as agent for his daughter was defective and came to not starting by the place of the residence of said Rebecca Bailey, and in the law office of Spring Smith & Young, and in the presence of V. B. Young & others stated that he was not satisfied with the deed made to him by N. G. Bailey, and desired his said wife to make and acknowledge another deed and also demanded that she should relinquish to him their infant children in addition to her relinquishing her contingent right of dower, and he agreed to maintain, educate & support said children. Accordingly the plaintiff had Mr V. B. Young atty to prepare such a deed, reciting the Considerations, the relationship of the parties, and the agreement made by N. G. Bailey and the plaintiff in Va, in Nov 1886, and after said Young had written said deed he read the same over to the parties and they expressed themselves as being satisfied with it: and then Rebecca Bailey went before the Clerk of the County Court of Grant, & many County, Ky, and duly re-executed.

said deed and then delivered the same to said plaintiff, and he accepted said deed and said that he was satisfied with it, and immediately left, but left the children with their mother and she still has them. It is true respondent has sold the $4\frac{1}{2}$ acres of land to D. S. Reesor, and that he owes the purchase money therefor, but it is also true that said land was conveyed, as before stated, by respondent to his said son in law as an advancement to his daughter, and respondent is advised that a court of equity will settle upon the wife of plaintiff, the said land or the proceeds of the sale thereof, together with the personal property given up by said plaintiff as her own estate. Now respondent denies that he, by false representations and failure to comply with his promises, has received from the plaintiff \$500 or any other sum without compensation, ~~and~~ ^{or} that he justly owes that sum, or any other sum to plaintiff. Upon the other hand he has acted in good faith deploring the unfortunate condition of affairs between his said daughter and her husband, and has tried to avoid, as much as possible, the making of their difficulties public, and to assist in carrying out the agreement between them in regard to property &c in such manner as to avoid expense & secure to her something of the property she took with her when she married, and which she now so much needs. And now having fully answered

your respectful prays to be hence dismissed with
his reasonable costs.

Richmond & Orr, for Respondent.

State of Kentucky
Montgomery County S. D. C.

I A. A. Thompson a Notary Public
in and for the County and State aforesaid
do certify that W. G. Early this day
personally appeared before me in
my County aforesaid and made oath
that the facts and statements stated in
the foregoing answer so far as they
depend upon his own knowledge
are true and so far as stated upon
information derived from others
he believes them to be true -

Attest my hand and
Official Seal this
21st March 1887
W. W. Thompson N. P. M.

N. H. Bailey

at 1/2 corner

Wm. D. Bailey
per shun court by
leather & co. H.

Filed Aug. 1887

J. A. G. Hyatt & Co.

James D Bailey

Deff

against

In Chancery.

A. G. Bailey et al Defts

This cause came on to be heard upon the bill of the plaintiff and answers of the defendants A. G. Bailey & Rebecca Bailey and upon the agreement between James D Bailey by Wm Bailey and Francis W Orr attorney for Rebecca Bailey, and was argued by counsel. On consideration ~~whereof~~ ^{and that the said} ~~it is adjudged, ordered and decreed~~ that the said Rebecca Bailey is entitled to and shall have the proceeds of the sale of the lot of 4 1/2 acres of land in the bill mentioned, also the milk & the cows and the house hold & kitchen furniture in said bill mentioned, or their proceeds; and that said Rebecca Bailey be forever barred from any future claim against the said James D Bailey for support & maintenance, ^{and that she relinquish} ~~and to relinquish~~ if she has not already done so, her contingent right of dower in the said James D Bailey's other lands. And pursuant to said agreement it is ~~forth~~ ^{and decreed} ~~ordered~~ that this cause be dismissed the parties paying their own costs.

James D Bailey
vs $\frac{5}{3}$ Deane Lumb

N. O. Bailey et al.
Entered on C. O. B.
p- 1400 & 1401
p. a. W. H. H. H.

Enter this Dece
H. S. M.
Sept 6th 1888

Virginia Lee County to wit:

This day James D. Bailey personally
appeared before me the undersigned
and made oath that Nathaniel G.

Bailey and Rebecca Bailey are now
residents of this Commonwealth -
~~Nathaniel G. Bailey~~ ^{justly} and
me that a sufficient right recovery from
them at the least \$445, in a certain
chancery suit against them, as stated
in said bill - Given under my
hand this Jan. 18th 1887.

J. A. [Signature]

Mr Morgan

James D. Bailey

23 Affidavit

Nathaniel G. Bailey et

Filed January

18, 1888.

L. H. Hyatt & Co.

This agreement made this 4th day of
January 1888, by and between Wm Bailey
for James D Bailey of the one part,
and James W Orr attorney for Rebecca
Bailey wife of said James D Bailey of
the other part. Witnesseth that the parties
agree that as a settlement of all matters
involved in a chancery suit now
pending in the circuit court of Lee County
Va, in which said James D Bailey is
plaintiff and said Rebecca Bailey & N. G.
Bailey are defendants, the court shall
enter a decree final, in said cause, carrying
out fully what was undertaken to be done
between said N. G. Bailey as agent for said
Rebecca Bailey and the said James D Bailey,
and upon the execution by said Rebecca of
the deed to Wm Bailey recently mailed to
her for that purpose the said Wm Bailey
agrees to pay to said Orr attorney as agent,
the sum of Forty five dollars, and the
said James D Bailey together with his said
wife is to execute a proper deed to D. S. Pearson
for the lot of about four acres of land, in
said cause mentioned. And the said suit
is to be then dismissed, each party paying
their own costs, but the said Wm Bailey
does not hereby become responsible for said

James D Bailey's casts or any part thereof
Given under our hands day & date above
written.

William Bailey
James H. Orr. atty
for Eliza Bailey.

Mr Bailey

with 3 documents

James H. Orr atty

Filed June 4th 1888.

Wm. H. Bailey

Virginia

In the Clerk's Office of the Circuit
Court for Lee County, at the Court
House thereof, January 2nd 1887.

James B. Bailey

Plff

vs
John L. Bailey et al

Defts

John L. Bailey et al

Defts

The Object of this suit is to
have the deed of the Plff to the
Defts J. L. Bailey for the premises
in the mentioned set aside and
made void and to have a decree
rendered which will subject the debts
owing Defts J. L. Bailey from Defts
J. S. Reason Lewis Phillips and An-
derson Reason and the effects in Defts
J. L. Reason's hands claimed by said
Defts J. L. Bailey to the use and control
of the Plaintiff, which debts & effects
have been attached for said
purpose, and it appearing from
an affidavit filed in this cause that
the defendants J. L. Bailey & Rebecca
Bailey are non-residents of this
State. It is therefore ordered that
they appear here within one month after
the publication of this order and do
what may be necessary to protect their
interest in this suit

J. L. P. P.

John L. Bailey et al

James Bailey
V.S.
Nathaniel G. Bailey

6	5.33
Pay	1.50
S	2.00
D	5.00
A	15.00

I certify that
I delivered to the

\$28.83

the Vendor an
affidavit copy of this
order for Pub. &
printed a like copy
thereof on the Court
house door at the
February term 1887.

J. A. H. H. H.

The Commonwealth of Virginia,

To the Sheriff of LEE COUNTY--Greeting:

WE COMMAND YOU to summon

Nathaniel C. Bailen

The said Nathaniel C. Bailen
do hereby certify that he has
summoned the said Nathaniel C. Bailen

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House
on the first Monday in *February* next, being Rule Day, to answer a
Bill in Chancery exhibited in our Court against *James*, by *James*

N. C. Bailen

And have then and there this Writ. Witness, J. A. G. HYATT, Clerk of our said
Court, at the Court House, this *21st* day of *January* 188*7* in
the 1 *11* year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste:

James L. Bailey
vs $\frac{3}{3}$ Spain chcy
Nathaniel L. Bailey et al

To February Rules 1887.

Executed by delivering
office copies of this Spec
to D. S. Reason, C. L.
Hampden Lewis Phillips
and Oanderson Reason,
and by attaching on
the debts owing by D. S.
Reason, Lewis Phillips &
Oanderson to the debt
N. L. Bailey, the effects
which are as in the hands
of C. L. Hampden having
been shipped no attachment
was made as to him
Feb 2 1887 C. C. Henry Deputy
for R. D. Flannery S. L. C.

The proper officer having been
instructed the officer executing this Spec
will attach the debt and effects
in the hands of D. S. Reason, Lewis
Phillips, C. L. Hampden and
Oanderson Reason, Oanderson Reason
owing to the defendant N. L. Bailey
which is in the hands of
D. S. Reason to answer the judgment of the court.

VIRGINIA : In the clerk's office of the Circuit Court for Lee county at the court house thereof, January 21st 1887.

James D. Bailey, Plt. }

vs. }

Nathaniel G. Bailey, Defts. }

In Chancery.

The object of this suit is to have the deed of the Plt., to the Deft., N. G. Bailey for the 4½ acre tract in the bill mentioned set aside and made void and to have a decree rendered which will subject the debts owing Deft., N. G. Bailey from Defts., D. S. Reasor, Lewis Phillipps and Henderson Reasor, and the effects in Defts., C. L. Hamblin's hands claimed by said Deft., N. G. Bailey to the use and control of the Plaintiff, which deft's effects have been attached for said purpose, and it appearing from an affidavit filed in this cause that the defendants N. G. Bailey and Rebecca Bailey are non-residents of this State. It is therefore ordered the appear here within one month after due publication of this order and do what may be necessary to protect their interest in this suit.

A Copy Teste J. A. G. HYATT, C. C.
A. L. PRIDEMORE. P Q.

I Jeff Ruff Pub & Herald
a Weekly Newspaper, pub-
lished in Jonesville Va do
certify that the following
non resident notice appear-
ed four successive times
in said paper and the
publishers fee of \$5.00 is due
and unpaid. March 27
1887
Jeff Ruff
Pub

Jas D Bailey
VS
W G Bailey

Pub. Fee \$ 6 0